

**LAWRENCE LIVERMORE NATIONAL LABORATORY**  
**"SPECIAL CONDITIONS"**  
**"SEALED BID "**

**THIS SALE IS TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF**  
**STANDARD FORM 114C (GENERAL SALE TERMS AND CONDITIONS),**  
**STANDARD FORM 114C-1**  
**REVISED JUNE 1986 EDITION**

**SF-114C GENERAL SALE TERMS AND CONDITIONS IN STANDARD FORM 114C-1**

References to the "Government" in the SF-114C associated with the "Invitation for Bids" except as used in Paragraph 23, shall be deemed to include Lawrence Livermore National Laboratory (LLNL).

With respect to Paragraph 2 of the SF-114C associated with the "Invitation for Bids", the description of the property is based on the best information available to the LLNL Sales office.

With respect to Paragraph 19 of the SF-114C associated with the "Invitation for Bids", a bid for proposal will not be considered for award if any provisions of paragraphs 19(a)(1), (a)(3) or (b) have been deleted or modified.

**ELIGIBILITY OF BIDDERS**

Bidders must be 18 years of age. Employees of other government agencies or Lawrence Livermore National Laboratory may bid unless restricted by their own agency's regulations. If the bidder is an employee of the U.S. Department of Energy or Lawrence Livermore National Laboratory, they hereby represent that they

- (a) have not participated in the seller's determination to dispose of the property,
- (b) have not participated in the preparation of the material for sale,
- (c) have not participated in determining the method of this sale,
- (d) have not acquired information not otherwise available to the general public regarding usage, condition, or value of the property.

**CALIFORNIA SALES TAX**

California Sales Tax of 8.25% will be added and collected unless an Exemption Certificate or other evidence of exception is furnished prior to award.

**BIDDING PROCEDURES**

All bidders must fill out a original Lawrence Livermore National Laboratory (LLNL) bid sheet and mail it to the following address:

Mary Chapeta, L-697  
Lawrence Livermore National Laboratory  
P. O. Box 808  
Livermore, CA 94550  
FAX # (925) 422-2985

## **THE CONTRACT ADMINISTRATOR'S DECISION IS FINAL**

Lawrence Livermore National Laboratory reserves the right to reject any and all bids. In the event of a rejection, the item may be re-offered during the course of another sale. Rejection of a bid may be a result of the item not meeting the upset value. Upset value is not public information.

## **IMPORTANT INFORMATION TO BIDDERS**

Bidders are cautioned to bid only on those items they are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items are awarded to the highest bidder and must be paid for and removed within the time period specified in the notice of award. The bidder agrees that in the event he/she fails to pay for the property, or remove the property within the prescribed period of time, they shall lose all rights, title and interest, which might otherwise have been acquired in and to such property, unless other arrangements have previously been made with LLNL.

It is the bidder's responsibility to notify the LLNL Sales Administrator in writing if they want to remain on the "bid list". This written notice is required on a semi-annual basis and is to be mailed to the following address:

Mary Chapeta, L-697  
Donation, Utilization and Sales Group  
P. O. Box 808  
Livermore, CA 94550

## **CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS**

It is the bidder's responsibility to ensure the timely arrival of bids, modifications or withdrawals at the designated place set forth in the Invitation for Bid (IFB). Acceptance of late bids, modifications or withdrawals can be accepted under the following situations:

- The bid, modification or withdrawal was sent by registered or certified mail not later than five calendar days before the specified bid receipt date.
- The bid, modification or withdrawal was sent by mail (or telegram if authorized) and the Sales Administrator determines that the bid was late due to mishandling by Lawrence Livermore National Laboratory.
- The bid, modification or withdrawal was sent by U.S. Postal Service Express Mail Next Day Service no later than 5:00p.m. two LLNL working days prior to the bid opening date.

## **REVOCATION OF AWARD**

The bidder warrants that he/she is not delinquent on any payment of any debt due to the United States Government resulting from a prior purchase of Surplus Personal Property. In the event the Lawrence Livermore National Laboratory determines, after award, that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

## **FORMS OF PAYMENT**

Only cashier's and personal checks will be accepted. Full payment is required before removal of the property. Checks are to be made payable to: University of California - Regents 48.

## **ORAL STATEMENTS AND MODIFICATIONS**

Any oral statement or representation by any representative of the U.S. Government or Lawrence Livermore National Laboratory, changing or supplementing the offering or

contract or any condition thereof, is unauthorized and shall constitute no right for the bidder or purchaser.

### **DISPUTES**

Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "disputes act" is hereby incorporated by reference. Copies of this information is available upon request from the Lawrence Livermore National Laboratory Sales Office conducting this sale.

### **EXCHANGE /SALE**

Some of this property is being offered for sale in accordance with the exchange/sale provisions of section 201(c) of the Federal Property and Administrative Services Act of 1949, 63 stat. 384 as amended [40 USC 481 (C)].

### **WITHDRAWAL OF PROPERTY**

Lawrence Livermore National Laboratory reserves the right to make withdrawals of property offered for sale prior to removal. In the event of a withdrawal under this condition, LLNL shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

### **INSPECTION**

Bidders are encouraged to perform a thorough inspection of the property thus relying exclusively on their findings, observations, and conclusions in preparation and offering of bids. The item descriptions provided in this offer are narrative in content. Lawrence Livermore National Laboratory neither implies nor guarantees a specific quantity or quality of material under this solicitation; all amounts, lengths, diameters, thickness and weights are estimates and are to be considered as estimates for bid evaluation purposes only.

### **SAFETY**

Bidders are required to comply with LLNL's Environmental, Safety and Health regulations. A copy of the ES&H manual can be viewed at the LLNL Sales office.

### **HEALTH AND SAFETY PROTECTION**

The buyer shall take all reasonable precautions and assume all liabilities in removal activities to protect the health and safety of all people and to minimize hazards to life and property. The buyer shall comply with applicable requirements of the latest revisions of the standards set forth by the U.S. Department of Transportation motor carrier safety regulations, Title 49. The seller shall not be liable to the buyer for any delays or additional costs incurred by the buyer in complying with required health and safety regulations. The buyer accepts all liability for injury or property damage irrespective of such inspection by Lawrence Livermore National Laboratory health and safety services.

All property sold under this agreement is offered for sale "as is, where is" and without recourse against Lawrence Livermore National Laboratory, University of California or Government. Lawrence Livermore National Laboratory does not sell hazardous waste as scrap. Parts containing oil are routinely drained before scrapping; however, from time to time these parts may contain a small amount of oil film or residue.

## **INDEMNIFICATION**

The U.S. Government and Lawrence Livermore Laboratory make no warranty regarding the material/equipment sold. Lawrence Livermore National Laboratory and the U.S. Government, will not be responsible for any injury to, or death of, persons or other living things, or for damage to or destruction of property. The buyer agrees to hold Lawrence Livermore National Laboratory and the U.S. Government, their officers, agents, servants, and employees harmless from loss or liability to any person, or other living things or damage or destruction of property resulting or alleged to have resulted or alleged to have resulted out of the use by any person of the material/equipment purchased.

## **AIR POLLUTION CONTROL DEVICES**

The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices installed and obtaining a certificate of compliance from the appropriate state registration official.

## **AWARD NOTIFICATION**

### **Vehicle Title**

Standard Form 97 (United States Government Certificate of Release of a Motor Vehicle) will be issued to the buyer of each motor vehicle sold. It is evidence of title only, to be used by the buyer to obtain a property state motor vehicle registration.

### **Non-Vehicle**

Successful bidders will be notified by LLNL through an award letter.

## **REMOVAL**

Property must be removed within time period specified in the notice of award. The buyer must make all arrangements necessary for packing, loading, and transporting of property. Lawrence Livermore National Laboratory must be notified, in advance, to schedule removal times. Loading will be strictly on a scheduled basis due to the confined loading area. To obtain an appointment for removal, contact:

Mary Chapeta at (925) 424-4103. Buyers are hereby notified that they will be turned away if a removal time has not been previously scheduled. Entrance to this facility is controlled at all times. **The buyer and any accompanying individuals must have a valid driver's license, be 18 years of age and must be a U.S. citizen.** Failure to meet these requirements will result in denied entrance. A buyer designated representative must be authorized, in writing, to take delivery of awarded item(s)/lots(s) and have a copy of the bidder's paid receipt. Buyer must have made payment to the Lawrence Livermore National Laboratory Sales Administrator prior to removal of property.

## **LOADING**

Lawrence Livermore National Laboratory will load open top conveyance or tail gate only (unless specified in IFB). Lawrence Livermore National Laboratory is not responsible for securing, any loads. The buyer assumes full responsibility for the safe loading and compliance with all of the safety regulations in loading and transporting such equipment. The buyer also agrees to indemnify and hold seller and its employees harmless for any and all claims, damages, or any other claims arising out of loading operations and subsequent transportation of equipment or property.

## **LOADING TIMES**

Lawrence Livermore National Laboratory will load between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday (excluding holidays). Loading times will be strictly followed. (See Removal section). As a result of the confined loading area, Lawrence

Livermore National Laboratory personnel will load only one buyer at a time. Other buyers will await their scheduled times in the parking lot outside of the loading area. Buyers who have not scheduled a pick-up time and show up at LLNL will be denied access.

#### **SECONDARY CONTAINMENT**

All equipment requiring secondary containment, as described in the IFB, will be furnished by the buyer for transport per U.S. Department of Transportation motor carrier safety regulations, Title 49. Secondary containment is the property of LLNL and is not considered part of the item. LLNL will remove all secondary containment before the property is removed from LLNL.

#### **DISMANTLING OR MODIFICATION**

The buyer will be responsible for any dismantling or modification of vehicles, equipment or material required to fit buyer-furnished transportation.

#### **SELLING AND EXCHANGING AWARDED PROPERTY**

The selling and exchanging of awarded property between buyers will not be allowed on Lawrence Livermore National Laboratory property.

#### **ACCESSING THE FACILITY**

All persons and vehicles are subject to search upon entering Lawrence Livermore National Laboratory site by the Lawrence Livermore National Laboratory Security Department. The bidder and any accompanying individuals must have a picture ID, be a U.S. citizen and must be 18 years or older. Those individuals operating any motor vehicle must also have a valid driver's license.

#### **BANNED ARTICLES**

No person entering the Lawrence Livermore National Laboratory site will be authorized to have in his or her possession any visual or sound recording device. Those items are, but not limited to; still and movie cameras, video recorder cameras, tape recorders, etc. Prohibited articles also include; pets, firearms, ammunition, fireworks, explosives, non-prescribed drugs, alcoholic beverages, knives with blades in excess of 3 in., or any other dangerous weapons.